



MATERIAL MANAGEMENT - TRACTION MACHINES
HEAVY ELECTRICAL PLANT, BHOPAL
BHARAT HEAVY ELECTRICALS LIMITED

BHEL ENQUIRY NO. E5163145

NIT TERMS & CONDITIONS:

SL. NO.	DESCRIPTION	DETAILS
1.	RATE CONTRACT TERMS	We intend to enter into a Rate Contract (RC) for ordering up to 12 months from RC freeze date, i.e. RC is to be kept valid for ordering up to 12 months from RC freeze date. Purchase Ordering shall be done as per BHEL requirement against the finalised rate contract & within its validity. Dispatches to be made against our purchase order (computerized) only, which will be issued against this Rate Contract.
2.	ITEM DESCRIPTION	Item1:- PRIMER PAINT (EPOXYHB COATING 123 OR EQUIVALENT) AS PER SPEC.NO. TM23617 REV.01, ITEM 1. Item2:- INTERMEDIATE PAINT (APCOFINE 920 OR EQUIVALENT) AS PER SPEC. NO. TM23617 REV.01, ITEM 2 Item3:- FINISH PAINT (APCOFINE 921 OR EQUIVALENT) AS PER SPEC.NO.TM23617 REV.01, ITEM 3 Item4:- THINNER FOR PRIMER PAINT AS PER SPEC.NO.TM23617 REV.01, FOR ITEM.NO. 1. Item5:- THINER FOR INTERMEDIATE & FINISH PAINT AS PER SPEC.NO.TM23617 REV.01, FOR ITEM.NO. 2 & 3.
3.	TECHNICAL CONDITION	As per attached T-PQR, material specification
4.	QUANTITY	Item1:- 340 LT Item2:- 220 LT Item3:- 180 LT Item4:- 140 LT Item5:- 280 LT
5.	QUANTITY VARIATION/ Option Clause	+/-30% for each item
6.	SPLITTING OF ORDER	Not Applicable.
7.	DELIVERY SCHEDULE REQUIREMENT	Delivery for 1st lot of 170 LT of Item01, 110 LT of item02, 90 LT of item03, 70 LT of item04, 140 LT of Item05 shall be within 60 days from date of placement of PO and thereafter subsequent lots of 170 LT of Item01, 110 LT of item02, 90 LT of item03, 70 LT of item04, 140 LT of Item05 shall be within next 30 days from previous lot. Early delivery shall be acceptable.
8.	DELIVERY TERMS	FOR Destination. DESTINATION FOR SUPPLY OF ITEM SHALL BE BHEL BHOPAL.
9.	DELIVERY INSTRUCTION	Packing list for all dispatched items to be provided. Cases containing the item shall indicate the description and quantity of stores, name & address of consignee, gross weight of package, name of supplier along with BHEL name and distinct marking. Material shall be suitably packed to avoid any damage.

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10.	QAP	As per specification
11.	INSPECTION CONDITION	BY & AT BHEL BHOPAL
12.	SAMPLE	Not applicable.
13.	TEST CERTIFICATE	All Material TC to be supplied along with material as per Spec.
14.	GUARANTEE / WARRANTY	Terms & condition of warranty shall be governed by BHEL GTC of ENQUIRY (BP200102C, Cl. No. 18).
15.	GUARANTEE/ WARRANTEE CERTIFICATE	GC to be supplied along with the material and GC should incorporate /Spec. as mentioned in item description.
16.	PAYMENT TERMS	100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam Certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ "Repo Rate + 4%" for the purpose of bid evaluation. Other terms as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 16).
17.	TECHNICAL PQR (T-PQR)	Technical Pre-Qualification Requirements (T-PQR) for procurement of the items is attached with the NIT. Compliance of all the points in T-PQR is mandatory. In absence of compliance of above and non-submission of documents required against the T-PQR, the Vendor's offer is liable to be rejected. Duly filled T-PQR with desired documents shall be submitted by the Vendor along with the offer. <i>Information/ compliance/ documents submitted by vendor shall be authentic in all aspects. In case any deviation/ false information/ forged documents are observed / revealed later on, BHEL is free to initiate appropriate punitive proceeding against the Vendor as per Prevalent Processes and Guidelines of Company.</i>
18.	FINANCIAL PQR (F-PQR)	Not Applicable.
19.	BID PARTS	Offer shall be submitted by the bidders in Two Parts, i.e. Part-I Technical cum Commercial bid & Part-II Price bid.
20.	PENALTY / LD	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 9) i.e. 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery. Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value).
21.	PRICE BASIS	Firm Price basis
22.	PRICING TERMS	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 12)
23.	PRICE VALIDITY	Offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.



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BHEL ENQUIRY NO. E5163145

24.	TAXES & DUTIES	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 14)
25.	EVALUATION CRITERIA	Overall L1 basis.
26.	EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER	In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. Decision of BHEL in such situations shall be final and binding.
27.	BID SECURITY/ Earnest Money Deposit (EMD)	Not Applicable
28.	PERFORMANCE SECURITY (PBG)	Not Applicable.
29.	REVERSE AUCTION	Not Applicable.
30.	MSE PREFERENCE	Applicable as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 29). Item is divisible on package basis.
31.	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 (As per BHEL GTC BP200102C, Cl. No. 33)	“The local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.” For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable. Tendered item is divisible on package basis and purchase preference shall be granted after due compliance for local content of the PPP-MII Order. The local content to categorize a supplier as a Class-I local supplier / Class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in above circular issued by DPIIT/ Nodal Ministry. Bidders to submit the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition as per the attached MII format. In case the bid value is more than Rs. 10 Crore, the declaration relating to the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition shall be Certified by the Statutory Auditor or Cost Auditor, if the OEM is a Company and by a Practicing Cost Accountant or a Chartered Accountant for OEM other than Companies as per the above circular.

		For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant/ Statutory Auditor/Cost Auditor (as applicable) and in case of defaults, penalty upto 10% of the contract value shall be imposed. However, contract once awarded shall not be terminated on this account. Bidder to refer the Sample format of MII self-certificate (Annexure – 1 of the GTC) and sample certification format of statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) (Annexure- 2 of the GTC). <i>Bidders or successors can be debarred for false declarations for up to 2 years. Debarred suppliers not eligible for preference in any other procuring entity</i>
32.	INTEGRITY PACT (IP)	Not Applicable.
33.	RESTRICTION UNDER RULE 144 (xi) GFR	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 34)
34.	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS AND THEIR DECLARATION	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. Bidders having a conflict of interest shall not be eligible to participate in the tender process. Treatment of cases regarding conflict of interest: - The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: - i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers /suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does



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BHARAT HEAVY ELECTRICALS LIMITED

BHEL ENQUIRY NO. E5163145

		not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.
35.	ANNEXURE-IX	The Bidder/Supplier/Contractor will, when presenting his bid, declare whether other Family Firms or Sister Concern Affiliates/Subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. Format for declaration is available in the NIT documents for this enquiry (Annexure-IX). Same is to be submitted with the offer.
36.	SPECIAL CONDITIONS	Bidders who fall under MSE (Micro & Small Enterprises only) and fail to upload 'UDYAM Registration Certificate (URC)' shall automatically be considered as Non-MSE supplier for this tender. Further, it is to be noted that MSE benefits are not being extended to Agent/ Dealer/ Trader/ Distributor (i.e. Other than manufacturer). Supplier has to also provide supporting document(s) such as Agreement Between OEM & Bidder(s) etc. Identification must. Soon after rejection of material, it is to be ensured by supplier that material should be taken back maximum within two weeks after communication for rectification/ replacement & supply back the rectified/ fresh material to BHEL Bhopal within 30 days from rejection. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case. Offers of suppliers who are in 'HOLD/BANNED' status in BHEL Bhopal PMD shall not be considered. Unregistered vendors to submit documents required for registration to BHEL Portal Online (https://bhel.com/supplier-registration).
37.	OTHER TERMS & CONDITIONS	Other Terms & Conditions as per attached BHEL GTC of ENQUIRY (BP200102C). Any deviation of NIT, BHEL GTC of ENQUIRY (BP200102C) and BHEL PO Terms, where vendor response is not affirmative to be clearly indicated, else BHEL will consider that all above Terms & Conditions are acceptable to vendors.
38.	GEM REGISTRATION	As you are kindly aware that Government e-Marketplace (GeM) is a one stop portal to facilitate Online Procurement of Goods & Services required by various Government Departments/ Organizations/ PSUs. BHEL being a PSU, would like that its suppliers/ contractors also have visibility on this portal so that GeM can be used for procurement by BHEL. Hence, you are requested to get yourselves registered on GeM.
39.	TENDER FEE	Not applicable



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BHEL ENQUIRY NO. E5163145

40.	BID SUBMISSION WITHIN DUE DATE & TIME	No request for extension of tender due date will be entertained at the time of tender opening and after due date under any circumstances. Hence, all bidders are requested to submit their bid well within due date and time only. <i>BHEL reserves the right for extension of tender based on the situation without assigning any reason whatsoever it may be.</i>
41.	DOCUMENTS TO BE FURNISHED ALONG WITH YOUR QUOTATION	Signed and Sealed copy of: - NIT - BHEL GTC of ENQUIRY (BP200102C) - BHEL ENQ & PO Terms Duly Filled, Signed and Sealed copy of: - Techno-Commercial Annexure - Compliance of T-PQR - Clause wise clause compliance to BHEL & ICF specification. - Annexure-IX in Company Letterhead - Annexure-A - OEM & MSE Declaration - PPP-MII Certificate for local content attached with GTC Others: UDYAM Registration Certificate (<i>as applicable for MSME bidders only</i>)
42.	INVOICING THROUGH SUVIDHA PORTAL	For supply orders placed on Indian Suppliers, irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.

IT IS HEREBY MENTIONED THAT THIS IS E-TENDER SO OFFER SUBMITTED THROUGH E-PROCUREMENT PORTAL (www.eprocurebhel.co.in) SHALL ONLY BE CONSIDERED.